

LDRC/QUEEN'S BENCH PORTAL ACCESS
LAW FIRM/DEPARTMENT SUPPORT STAFF
SUBSCRIBER AGREEMENT

Between:

LEGAL DATA RESOURCES (MANITOBA) CORPORATION ("LDRC")

– and –

(the "**Law Firm/Department**")

– and –

(the "**Supervising Lawyer**")

– and –

(the "**Subscriber**")

1. Purpose

This Subscriber Agreement contains the terms and conditions under which the Law Firm/Department, the Supervising Lawyer and the Subscriber (a support staff person working under the direction of the Supervising lawyer) may access and use the secure web portal created and hosted by LDRC for the electronic filing of documents (the "Portal") with the Court of Queen's Bench of Manitoba (the "Court").

2. Personal and Employment Information

2.1. The Law Firm/Department, the Supervising Lawyer and the Subscriber understand and acknowledge that access to the Portal is not anonymous, that their access and activity on the Portal is logged and may be audited, and that the Court or LDRC may direct inquiries to any of them regarding their filing and other activities on the Portal.

2.2. The Subscriber, the Supervising Lawyer and the Law Firm/Department attest that the information submitted on the Subscriber's Portal Access Application Form is true and complete. They agree to notify LDRC promptly of any change in that information. They acknowledge and agree that the information, as updated or corrected from time to time, may be disclosed by LDRC to the Registrar of the Court for review as registration authority for the Portal, and to the Law Society of Manitoba ("LSM") as regulator of the Law Firm/Department's and the Supervising Lawyer's activities.

3. Subscriber's use of Portal

- 3.1. The Subscriber understands that accessing the Portal requires the Subscriber to use his or her User ID and password. The Subscriber agrees to keep his or her password secure and not to share it with anyone.
- 3.2. The Subscriber, under the direction of the Supervising Lawyer or, with the permission of the Supervising Lawyer, any other lawyer associated with the Law Firm/Department, may submit documents to the Portal for e-filing with the Court. The Subscriber understands that each document or set of documents must be accompanied by a completed e-Filing Form that lists the documents being submitted and bears the LDRC-Entrust digital signature of the Supervising Lawyer or another lawyer in the Law Firm/Department (an "Authenticating Signature") who is assisting with the file. If a document or document set is not accompanied by the required e-Filing Form containing an Authenticating Signature, it may be rejected by the Court and the Court's document rejection fee may apply.
- 3.3. The parties understand that the User ID issued to the Subscriber under this agreement is associated with the Law Firm/Department. They understand that any person with a User ID associated with the Law Firm/Department may:
 - (a) submit documents to the Portal for e-Filing with the Court and, by doing so, incur filing fees on behalf of the Law Firm/Department; and
 - (b) access the documents submitted by anyone else whose User ID is associated with the Law Firm/Department and monitor the e-Filing status of those documents.
- 3.4. The parties acknowledge and agree that LDRC may add features to, or remove features from, the Portal and that the Court may, by notice to the legal profession, modify e-Filing procedures or impose conditions or restrictions on the use of the Portal or broaden the scope of matters for which e-Filing will be accepted. To the extent that any such changes limit or broaden the scope of the Subscriber's use of the Portal, they are deemed to be included as part of this agreement.
- 3.5. The Law Firm/Department, the Supervising Lawyer and the Subscriber agree not to reproduce, abuse, tamper with, alter, destroy, modify, reverse engineer or decompile the Portal or the software underlying the Portal, or to attempt to by-pass the permissions, or to access internal court data or other data submitted by or on behalf of another law firm. They also agree that the Subscriber's User ID is to be used only for authorized e-Filing activities with the Court and related activities.

4. Fees

- 4.1. The parties agree that no fee is payable for the issuance of a User ID to the Subscriber under this agreement.
- 4.2. The Law Firm/Department agrees that it will pay to LDRC, upon being invoiced, the filing fees incurred by anyone using the User ID issued to the Subscriber under this Agreement except where LDRC is requested, in accordance with this agreement, to revoke the User ID, in which case such responsibility will end two business days after such a request is made. These fees include the Court's prescribed filing fee (which the Court bills to LDRC) as well as an LDRC transaction fee, initially set at \$4.50, for each document (not including the e-Filing Form) filed.

5. Revocation of User ID

5.1. The Law Firm/Department must ensure that an immediate request is made to LDRC to revoke the Subscriber's User ID if

- (a) the Subscriber ceases to be employed by the Law Firm/Department;
- (b) for any reason, the Law Firm/Department or the Supervising Lawyer revokes the Subscriber authorization to use the User ID on behalf of the Law Firm/Department;
- (c) the Supervising Lawyer ceases to be associated with the Law Firm/Department or to be entitled to practice law, unless another lawyer associated with the Law Firm/Department agrees to take the place of the Supervising Lawyer under this agreement and notifies LDRC accordingly; or
- (d) it comes to the attention of anyone in the Law Firm/Department that the Subscriber's password is, or is suspected to have been, compromised, or is insecure in any way.

The Law Firm/Department may also, on a discretionary basis, request that LDRC revoke the Subscriber's User ID at any time and for any reason.

5.2. LDRC agrees to revoke the Subscriber's User ID within 2 business days after receiving a request made under section 5.1. The Law Firm/Department will not be charged for any electronic transactions using the Subscriber's User ID that are effected more than 2 business days after the time of the notice.

5.3. The Subscriber acknowledges that LDRC may revoke a User ID if

- (a) any of the information in the Subscriber's Portal Access Application changes;
- (b) LDRC or LSM knows, or suspects that, the Subscriber's password has been compromised or become insecure;
- (c) the Subscriber, the Law Firm/Department or the Supervising Lawyer fails to comply with this agreement;
- (d) the Law Firm/Department fails to pay any filing fees incurred on its behalf by any person using the Subscriber's User ID or by anyone else whose User ID is associated with the Law Firm/Department under another subscription agreement; or
- (e) the Court deems the revocation to be necessary for any reason.

5.4. LDRC agrees to notify the Law Firm/Department, the Supervising Lawyer and the Subscriber of the revocation of the Subscriber's User ID promptly after it has occurred.

5.5. After the Subscriber's User ID is revoked, the Subscriber may request a new User ID, but LDRC is under no obligation to issue one.

6. Supersedes any other Agreement

This agreement forms the entire and sole agreement between LDRC, the Law Firm/Department, the Supervising Lawyer and the Subscriber with respect to the subject matter of this agreement, and supersedes all verbal communications or other documents or agreements (whether written or oral) relating to it.

7. Physical Identification and Law Firm/Department Employment

LDRC will require certain documentation to satisfy itself and the Court that the party receiving the User ID is the Subscriber, and that the Subscriber is a person employed by the Law Firm/Department and entitled to file documents with the Court. LDRC may take steps to physically identify the Subscriber or the computer or computers used by the Subscriber before issuing a User ID to the Subscriber.

8. General

The Law Firm/Department, the Supervising Lawyer and the Subscriber acknowledge and agree to the following:

- (a) During the term of this Subscriber agreement and thereafter, LDRC will not be liable for any outage of the Portal nor responsible for data, for loss of data, corruption of data or any other content related issue nor shall it be required to indemnify the Law Firm/Department, the Supervising Lawyer or the Subscriber for any claim or liability of any third party in respect of any such events.
- (b) Any provision of the agreement declared by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severed from the agreement, and all other provisions shall remain in full force and effect;
- (c) The agreement may not be assigned;
- (d) The agreement may be amended in writing from time to time. The Subscriber, the Supervising Lawyer and the Law Firm/Department shall be notified of any amendments to the agreement and these amendments shall also be published on LDRC's web site (www.ldrc.org). The Subscriber, the Supervising Lawyer and the Law Firm/Department are deemed to accept all amendments to the agreement unless the Subscriber or Supervising Lawyer or the Law Firm/Department notifies LDRC otherwise, and terminates the Subscription Agreement, within thirty (30) days.

9. Term of Agreement

This agreement comes into force once the Subscriber's Portal Access Application has been signed by the Subscriber, the Supervising Lawyer and the Law Firm/Department and accepted by LDRC. The obligation to issue a User ID will arise upon completion of any review required by the Court. The agreement will remain in force until it is terminated by one of the parties. The parties may terminate the agreement at any time by sending notice to the other party. LDRC may terminate the agreement without notice if the Subscriber or the Supervising Lawyer or the Law Firm/Department fails to comply with any obligations under the agreement, including the obligation to pay fees. If the agreement is terminated, LDRC will revoke the User ID issued to the Subscriber and may do so without notice.

10. Dispute Resolution and Governing Law

If there is any dispute between LDRC and the Subscriber or the Supervising Lawyer or the Law Firm/Department, the parties will attempt to resolve the dispute amicably. The agreement shall be governed by and construed in accordance with the laws of Manitoba and the laws of Canada, exclusive of conflicts-of-law principles. Any dispute which LDRC believes it is unable to resolve may be referred to the LSM, which will then direct the parties to arbitration or another acceptable form of dispute resolution.

11. Notice

Unless specified otherwise, where the agreement calls for notice by either party, the notice to either the Subscriber or the Supervising Lawyer or the Law Firm/Department to LDRC may be given by hand, by mail, by courier, by facsimile, or by electronic mail. Any notice shall be considered to have been received on the third business day after mailing if sent by regular mail, on the date of delivery if sent by courier, or on the first business day after the date of transmission if sent by facsimile or electronic mail.

Unless otherwise specified, any notice from LDRC shall be given to the Subscriber at the address set out in the Subscriber Portal Access Application or in a subsequent notice of change of address. Notice shall be given to LDRC in one of the following three ways:

(a) By mail to the following address:

Legal Data Resources (Manitoba) Corporation
Attn: Administrator
102 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5

(b) By fax at (204) 949-0770

(c) By email to admin@ldrc.net



LDRIC/ Queen's Bench Portal SUBSCRIBER APPLICATION		
Type of Operating System and Browser OS: _____ Browser: _____		<input type="checkbox"/> New application <input type="checkbox"/> Update or correction
Name	Birth Date	
LAW FIRM/DEPARTMENT/ORGANIZATION		
Business Address (<i>including for notices under paragraph 15 of the Subscriber Agreement</i>)		
City	Province	Postal Code
<p>The Subscriber and the Law Firm/Department respectively acknowledge that we have read, understood and agree to comply with, the terms and conditions in the Subscriber Agreement, and confirm that the information provided is true and complete. The Subscriber has agreed to be identified and authenticated according to this Agreement and the Subscriber and the Law Firm/Department respectively have read the Agreement and each is aware of his or her or its responsibilities.</p>		
Subscriber's Signature		Date
Email Address	Work Tel. No.	Fax No.
LAW FIRM/DEPARTMENT AUTHORIZED SIGNATORY		
Name		Title
Signature		Date
Email Address	Work Tel. No.	Fax No.
Email for <i>Billing Purposes</i>		Work Tel. No. for <i>Billing Contact</i>
SUPERVISING LAWYER DIGITAL SIGNATURE (<i>Must be signed with Entrust signature</i>)		Name

Please attach a photocopy of a Manitoba Driver's License or a Canadian Passport photo page for the Subscriber. The personal information contained on this form is subject to the provisions of the *Personal Information Protection and Electronic Documents Act (Canada)* and will not be used for any purpose other than that for which the information was originally collected and will not be disclosed without the consent of the person to whom the personal information relates except to the Court of Queen's Bench and, if requested, to The Law Society of Manitoba.